



County of San Bernardino

F A S

## STANDARD CONTRACT

### FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code			Dept.		Contract Number	
M		Change			SC	HRD	A		
X		Cancel							
County Department						Dept.	Orgn.	Contractor's License No.	
Human Resources						OCH	OCH	95-1816009	
County Department Contract Representative						Ph. Ext.	Amount of Contract		
Myrna R. Cogan						7-5563	Varies		
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number		
AAA	OCH	OCH	200	2445					
Commodity Code				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	
Project Name									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Loma Linda University

Hereinafter called Contractor

Address

LLU Room A589

Loma Linda, CA 92354

Phone

(909) 824-8131

Birth Date

Federal ID No. or Social Security No.

95-1816009

### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS CONTRACT is made and entered into between the County of San Bernardino, Human Resources Department (hereinafter called "County"), Center for Employee Health and Wellness (hereinafter called "Center"), and Loma Linda University (hereinafter called "Contractor").

WHEREAS, the County desires to contract with Contractor to provide the following services:

- Treadmill testing with resting EKG and interpretation;
- Audiometric testing with interpretation; and
- Expert faculty for peer review of the Center's services.

WHEREAS, Contractor has agreed to render such services on the terms and conditions set forth herein.

NOW, THEREFORE, the County and Contractor do hereby agree as follows:

### 1. SERVICES PROVIDED

Subject to and in accordance with all other terms and conditions of this Contract, Contractor shall provide the following services:

## 1.1 Testing Facilities

Ensure that all laboratories utilized by the Contractor for treadmill and audiometric testing are in compliance with the Occupational Safety and Health Administration (OSHA). Ensure that all equipment used to perform the testing contained in this Contract is properly maintained and calibrated according to industry standards. Calibration certificates and maintenance records will be made available to the County upon request.

## 1.2 Treadmill Testing

Contractor shall perform treadmill with resting EKG and interpretation testing utilizing only those individuals who are trained and certified through the American College of Sports Medicine (ACSM). A Preventive or Internal Medicine physician will interpret all tests and there will always be a Medical Doctor (MD) on site at the Center for Health Promotion during testing. Training records and certifications for individuals who perform the testing will be made available to the County upon request.

Accurate post-testing reports will be provided to the County as follows: immediately after completion of the test, the summary page and audiometric report will be faxed to the Center with the original reports sent via U.S. mail no later than five (5) business days post-test. The report will include patient name, social security number, date of service, and interpretation indicating pass or fail. The County will attempt to schedule all individuals in advance, but same day walk-in appointments will be available to the County.

## 1.3 Audiometric Testing

Contractor shall perform audiometric testing with interpretation utilizing only those individuals who are trained and certified through the Council for Accreditation on Occupational Hearing Conservation (CAOHC). A Preventive or Internal Medicine physician will interpret all tests and there will always be a MD on site at the Center for Health Promotion during testing. Training records and certifications for individuals who perform the testing will be made available to the County upon request.

Accurate post-testing reports will be provided to the County as follows: immediately after the completion of the test, the summary page and audiometric report will be faxed to the Center with the original reports sent via U.S. mail no later than five (5) business days post-test. The report will include patient name, social security number, date of service, and interpretation indicating pass or fail. The County will attempt to schedule all individuals in advance, but same day walk-in appointments will be available to the County.

## 1.4 Peer Review

Provide expert faculty to perform peer review services for the Center. Peer review meetings will be scheduled in advance and conducted semi-annually with the Center's Medical Director.

# 2. CONDITIONS AND LIMITATIONS

Contractor, at all times, shall be an independent contractor, and employees of the Contractor shall in no event be considered employees of the County. No agency relationship between the parties, except as expressly provided for herein, shall exist as a result of the execution of this Contract or performance thereunder. Neither party shall be deemed a partner, joint venturer or any other legal representative of the other as a result of executing or performing services under this Contract. Contractor reserves the right to subcontract to a third party certain services to be provided

hereunder with County's approval. However, any subcontracting by Contractor shall not relieve Contractor of its obligations to County under this Contract.

### **3. COUNTY RESPONSIBILITIES**

In addition to its other obligations herein contained, County agrees, as a condition to the performance by Contractor of its obligations hereunder, that it shall:

- 3.1 Provide all necessary and relevant information requested by Contractor for testing employees in compliance with County policy.
- 3.2 Utilize designated forms, which indicate the requesting department, and determine the nature of the test to be performed.

### **4. CONFIDENTIAL INFORMATION**

Contractor, including its officers, directors, employees and subcontractors, shall not disclose any information obtained during the testing process unless otherwise allowable by state, local and federal law and as outlined in this Contract.

### **5. FEES AND CHARGES**

- 5.1 In consideration of the services to be provided hereunder, County agrees to pay Contractor as follows:

Treadmill Testing with Resting EKG and Interpretation	\$135.00
Audiometric Testing with Interpretation	\$10.00

- 5.2 Contractor agrees to bill the County on a monthly basis for fees incurred during the previous month. County agrees to pay monthly invoices within thirty (30) days of date received unless corrections are required for accurate collection of data. Treadmill, audiometric, and physician services invoices will be sent to:

San Bernardino County, Human Resources Department  
Center for Employee Health and Wellness  
Attn: Deanna Stover, Chief of Clinical Operations  
555 North "D" Street, Suite 100  
San Bernardino, CA 92415-0019

### **6. TERM AND TERMINATION**

- 6.1 The term of this Contract shall be for a period of three (3) years from the date hereof, unless terminated earlier pursuant to subsections 6.2 and 6.3.
- 6.2 Either party may immediately terminate after notice of material breach is sent to the other party and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of this Contract, the term "material breach" shall be defined to mean the failure of either party to perform all of its obligations under this Contract.
- 6.3 This Contract may be terminated by the Director of Human Resources without cause upon thirty (30) calendar days prior written notice to Contractor. This Contract may be terminated by Contractor without cause upon ninety (90) calendar days prior written notice to the County.

## 7. INSURANCE AND INDEMNIFICATION

Indemnification by Contractor: Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's negligent acts, errors or omissions and for any costs or expenses incurred by the County on account of any claims therefore, except where such indemnification is prohibited by law. The COUNTY agrees to give the Contractor notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

The COUNTY agrees to indemnify, defend and hold harmless the CONTRACTOR and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from COUNTY's negligent acts, error or omissions and for any costs or expenses incurred by the Contractor on account of any claims therefore. The CONTRACTOR agrees to give the COUNTY notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

Insurance: Without in any way affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the Contract the following types of insurance and/or self-insurance with limits as shown:

- a. **Worker's Compensation** - A program of Worker's Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Contract.
- b. **Comprehensive General and Automobile Liability Coverage** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. **Errors and Omissions Liability Coverage** - Combined single limits of \$1,000,000 for bodily injury and property damage, and \$3,000,000 in the aggregate; or
- d. **Professional Liability** - Professional liability coverage with limits of at least \$1,000,000 per claim.

Additional Named Insured: All policies, except for Worker's Compensation, Errors and Omissions, and General Liability and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights: Except for Errors & Omissions, General Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and sub-contractors.

Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage: Contractor shall immediately furnish certificates of coverage to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above prior to the commencement of performance of services hereunder; these certificates shall provide that such coverage shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance or self-insurance from the time Contractor commences performance of services hereunder until the completion of such services.

Insurance Review: The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of the past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

In the event the COUNTY and/or CONTRACTOR is found to be comparatively at fault for any claim, action loss or damage which results from their respective obligations under this agreement, the COUNTY and/or CONTRACTOR shall indemnify the other to the extent of its comparative fault.

## **8. CONTRACT COMPLIANCE**

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the County of San Bernardino at (909) 387-2165.

## **9. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Section 110.0101 et seq.) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Contractor hereby certifies that it has submitted to the County a completed Principal Owner Information Form (POI Form) and Child Support Compliance Program Certification (CSCP Certification).

**10. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under law or under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the San Bernardino County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract.

**11. YEAR 2000 COMPLIANT**

Contractor hereby warrants and represents that all products, equipment, hardware, software electronic components and systems (individually and collectively referred to herein as Equipment) being furnished to the County hereunder shall be "Year 2000 Compliant." As used herein, the term "Year 2000 Compliant" shall mean that the Equipment will continue to perform the same functions and provide the same level of accurate information and calculations during the years 1999, 2000, and thereafter as it did prior thereto. In that regard, Contractor warrants and represents that the functionality of the Equipment and, if applicable, the provision of services to the County, will not be adversely affected by the fact that such information and/or calculations may be provided. The Contractor may be required to describe or demonstrate the procedures used to verify compliance and must provide Y2000 testing information.

**12. FULL UNDERSTANDING**

This Contract, consisting of six (6) pages, represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties.

COUNTY OF SAN BERNARDINO  
University

Loma Linda  
(Print or type name of corporation, company, contractor, etc.)

►  
Jon D. Mikels, Chairman, Board of Supervisors

By: ►  
(Authorized signature - sign in blue ink)

Dated: \_\_\_\_\_

Name: Richard Hart, M.D.  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Title: Dean, School of Public Health  
(Print or Type)

Clerk of the Board of Supervisors  
of the County of San Bernardino

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Address: LLU Room A589  
Loma Linda, CA 92354

Approved as to Legal Form

Approved as to Affirmative Action

Reviewed for Processing

►

►

►

County Counsel		Agency Administrator/CAO
Date	Date	Date